

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

UNITED STATES OF AMERICA	*	CRIMINAL NO:
v.	*	SECTION:
LAWRENCE WILSON	*	VIOLATION: 18 U.S.C. §371
PEGGY BOUDREAUX WILSON	*	
	*	

FACTUAL BASIS

Should this matter proceed to trial, the Government would produce competent testimony and evidence to prove the following beyond a reasonable doubt:

At trial, a representative from the Department of Housing and Urban Development, a department or agency of the United States Government, would testify that HUD provided money to assist low-income citizens with private market rental payments, including utility payments, through a tenant-based voucher program known as the Housing Choice Voucher Program. At least seventy five percent of the families admitted to the Housing Choice Voucher Program during a fiscal year were required to have income at or below thirty percent of their locality's median income. In Jefferson Parish in the Eastern District of Louisiana, the Housing Choice Voucher Program (HCVP) was administered by the Jefferson Parish Housing

Authority (JPHA).

At trial, a representative from the JPHA would testify and documentary evidence would be offered to show that citizens in Jefferson Parish who were eligible for and received HCVP rental vouchers were required to inform the JPHA of all changes in their family income or household members. Testimony and documentary evidence would also be offered to show that the JPHA conducted annual re-examinations of HCVP recipients' eligibility and required HCVP recipients to certify in writing during re-examinations any changes in household income and/or household members.

Documentation would be offered to show that on November 1, 1999, the JPHA awarded **PEGGY BOUDREAUX WILSON**, then known as Peggy Boudreaux, rental assistance through the HCVP program for a property for herself and her son at 168 Herman Street in Waggaman, Louisiana. At trial, documentation would be offered to show that on or about February 17, 2001, **PEGGY BOUDREAUX WILSON** married **LAWRENCE WILSON**. Despite her marriage, **PEGGY BOUDREAUX WILSON** continued to represent herself to the JPHA as Peggy Boudreaux and did not divulge to the JPHA that after she and **LAWRENCE WILSON** were married he moved into the residence at 168 Herman Street thereby increasing the annual income for her household. Documentation would show that on March 18, 2003 and again on February 8, 2005, **PEGGY BOUDREAUX WILSON** falsely represented the members and income of her household to the JPHA during re-certifications for eligibility for federal funds from HCVP.

At trial, records would be produced to show that on or about April 6, 2005, **LAWRENCE WILSON** purchased the residence at 168 Herman Street and received financing

from a bank. However, instead of informing the JPHA of the change in circumstances, **PEGGY BOUDREAUX WILSON** and **LAWRENCE WILSON** represented to JPHA that **LAWRENCE WILSON** was “Peggy Boudreaux’s” landlord. **PEGGY BOUDREAUX WILSON** and **LAWRENCE WILSON** signed landlord information forms and submitted them to JPHA indicating that “Peggy Boudreaux” and her son were the only tenants at 168 Herman Street. To conceal **LAWRENCE WILSON**’s relationship to **PEGGY BOUDREAUX WILSON** and his occupancy of 168 Herman Street **LAWRENCE WILSON** provided the JPHA with a P.O. Box in Westwego, Louisiana for mailing the monthly HCVP payments.

At trial, testimony and documentary evidence would be presented to show that on or about March 19, 2007, **PEGGY BOUDREAUX WILSON** and **LAWRENCE WILSON** applied for Louisiana Road Home money as co-applicants and attested to the fact that they both lived together at 168 Herman Street. However, in the communication to JPHA, **LAWRENCE WILSON** continued to maintain that he was **PEGGY BOUDREAUX WILSON**’s landlord and wrote to the JPHA in a letter that he was increasing the rent for 168 Herman Street to \$750.00 a month due to increased insurance rates. **PEGGY BOUDREAUX WILSON** and **LAWRENCE WILSON** signed and dated a lease agreement for 168 Herman Street which totaled \$750.00 a month and identified **PEGGY BOUDREAUX WILSON**’s son as the only other tenant. The **WILSONs** submitted the fraudulent lease agreement to JPHA prompting JPHA to find that **PEGGY BOUDREAUX WILSON** was not responsible for any amount of rent and send **LAWRENCE WILSON** \$750.00 a month in rental payments from May 1, 2007 until January 1, 2008.

From January 1, 2008 through September 28, 2010, the **WILSONs** concealed that

LAWRENCE WILSON did not rent to **PEGGY BOUDREAUX WILSON**, but that he owned 168 Herman Street and lived there with her.

Upon being interviewed by HUD-OIG agents following termination from the program, both **PEGGY BOUDREAUX WILSON** and **LAWRENCE WILSON** admitted that they fraudulently received the rental vouchers and they knew what they did was wrong. The defendants **PEGGY BOUDREAUX WILSON and LAWRENCE WILSON** and the government agree that the total amount of loss they are responsible for is not less than \$40,000 but not more than \$70,000.

Read and Approved:

LAWRENCE WILSON (Date)
Defendant

GARY SCHWABE (Date)
Attorney for Lawrence Wilson

PEGGY BOUDREAUX WILSON (Date)
Defendant

ROSS SCACCIA (Date)
Attorney for Peggy Boudreaux Wilson

EMILY K. GREENFIELD 28587 (Date)
Assistant United States Attorney